

**CITY COUNCIL  
ATLANTA, GEORGIA**

**05-R-0207**

**A RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH MOTOROLA, INC. FOR THE CITY OF ATLANTA TO REFINANCE THE CITYWIDE RADIO SYSTEM CHANNEL BANK UPGRADE, TO REPLACE THE MICROWAVE RADIO SYSTEM AND TO INSTALL A NEW SYSTEM MANAGEMENT TERMINAL PURSUANT TO CITY CODE SECTION 2-1191; TO AUTHORIZE A MULTI-YEAR LEASE- PURCHASE AGREEMENT FOR A TERM OF FOUR (4) YEARS IN AN AMOUNT NOT TO EXCEED THE SUM OF \$747,361 FOR THREE YEARS (3) AND IN AN AMOUNT NOT TO EXCEED THE SUM OF \$772,967 FOR THE FOURTH YEAR; TO REPLACE THE EXISTING MICROWAVE RADIOS AND SYSTEM MANAGEMENT TERMINAL WITH A TOTAL COST OVER FOUR (4) YEARS NOT TO EXCEED \$3,015,050; ALL COSTS TO BE PAID FROM THE FOLLOWING FUND ACCOUNT AND CENTER NUMBERS: GENERAL FUND 1A01-523001-T51013 (SERVICE REPAIR/ MAINTENANCE NON-DEPARTMENTAL) IN AN AMOUNT NOT TO EXCEED \$437,065, AND THE FOLLOWING ENTERPRISE FUNDS FUND ACCOUNT CENTER NUMBERS 2H21-523001-R21E01219999;(AVIATION, SERVICE REPAIR /MAINTENANCE, MIS) IN AN AMOUNT NOT TO EXCEED \$123,001; 2J01-523001-Q64001;(WATERSHED SERVICE REPAIR/ MAINTENANCE, PLANT MAINTENANCE) IN AN AMOUNT NOT TO EXCEED \$62,393 ; 2J01-523001-Q30001 (WATERSHED SERVICE REPAIR/MAINTENANCE TREATMENT COLLECTION) IN AN AMOUNT NOT TO EXCEED \$63,036; 2P01-523001-T31001 (SOLID WASTE, SERVICE/REPAIR/MAINTENANCE, UNALLOCATED) IN AN AMOUNT NOT TO EXCEED \$61,866.00; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") and Motorola, Inc. have in existence a maintenance agreement relating to certain equipment originally provided by Motorola in connection with the Citywide Radio System (the "Motorola Maintenance Agreement"), and Motorola has been providing support and maintenance to the City pursuant to various terms and conditions under that agreement, as amended from time to time; and

**WHEREAS**, Motorola designed, installed, optimized, and has continuously maintained the Citywide Radio System upon which the City relies to provide communication support for its public safety services for the past several years; and

**WHEREAS**, Motorola has proposed a new turnkey upgrade and replacement for the existing microwave radios and a new system management terminal because the existing microwave radios have now become technologically obsolete and replacement parts are no longer manufactured; and

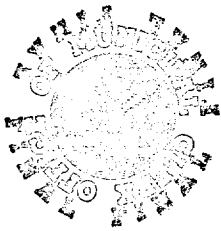
**WHEREAS**, the new microwave radios and new system management terminal will offer unparalleled ease of optimization, reduced maintenance costs, and require a smaller spare parts inventory; and

**WHEREAS**, it is necessary to refinance the channel bank system and to lease-purchase the new microwave radio and system management terminal proposed by Motorola to ensure, among other things, that the Citywide radio system provides highly accurate and reliable communications over a wide area; and

**WHEREAS**, the Department of Procurement has determined that Motorola's services in connection with this agreement constitute a sole source pursuant to City code Section 2-1191 inasmuch as Motorola is the only authorized vendor to perform maintenance on the City's radio system; and

**WHEREAS**, the City and Motorola, Inc. desire to enter into an appropriate contractual agreement reflecting this lease-purchase arrangement; and

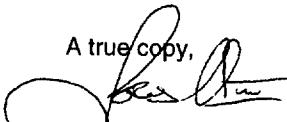
**WHEREAS**, the Department of Information Technology has recommended that this transaction is in the best interest of the City;



**THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES AS FOLLOWS:**

- Section 1:** That the Mayor is hereby authorized to execute an appropriate contractual agreement on behalf of the City with Motorola, Inc. for the City's ACRS Radio System Upgrade of the microwave radio and system manage terminal including a Lease-Purchase Agreement, and to refinance the existing channel bank system.
- Section 2:** That the term of the Lease-Purchase Agreement for the new turnkey channel bank system and refinanced channel bank shall not exceed a total term of four (4) successive years. That the annual lease payments shall not exceed the sum of \$747,362 for three (3) years and shall not exceed the sum of \$772,967 for the fourth year with a total aggregate lease payment of \$3,015,050. The Lease-Purchase Agreement shall be subject to and expressly contingent upon the City's appropriation of sufficient funds to support each annual payment.
- Section 3:** That any such agreement, including any related documentation, shall not become binding upon the City and the City shall incur no obligation upon the same until such agreement has been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.
- Section 4:** That all costs associated with this transaction shall be charged to and paid from the following fund, account and center numbers: General fund, Fund Account Center Number 1A01-523001-T51013 in an amount not to exceed \$123,001; and the following Enterprise Funds, Fund Account Center Number 2H21-523001-R21E01219999 in an amount not to exceed \$123,000; 2J01-523001-Q64001, in an amount not to exceed \$62,393; 2J01-523001-Q30001 in an amount not to exceed \$63,036; 2P01-523001-T31001 in an amount not to exceed \$61,866
- Section 5:** That all resolutions and parts of resolutions in conflict herewith are hereby rescinded.

A true copy,

  
Deputy Clerk

**ADOPTED by the Council  
APPROVED by the Mayor**

February 7, 2005  
February 14, 2005



## CITY OF ATLANTA

SUITE 1790

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6204 Fax: (404) 658-7705

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Shirley Franklin  
Mayor

DEPARTMENT OF PROCUREMENT

Adam L. Smith, Esq.  
Chief Procurement Officer

### **SOLE SOURCE PROCUREMENT CERTIFICATION**

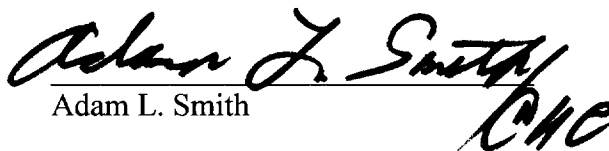
December 20, 2004

This sole source request is made for the Atlanta Citywide Radio System (ACRS) microwave radio equipment used by the department of Information Technology.

Having conducted an investigation of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191 of the City of Atlanta Code of Ordinances, Sole Source Procurement, my findings are the following:

- 1) **Northrop Gruman was selected through a competitive bid in 1994, and was the ACRS contractor and systems integrator with Motorola as a sub contractor to design, engineer, and install radio work.**
- 2) **The remaining microwave system components have now become obsolete, especially the microwave radios, and it is recommended that they be upgraded as soon possible.**
- 3) **Motorola designed, engineered, and installed the existing ACRS.**

I, Adam L. Smith, by the authority vested in me pursuant to § 2-1137 of the City of Atlanta Code of Ordinances, do hereby approve, direct and authorize the sole source procurement for: Atlanta Citywide Radio System, microwave radio equipment.

  
Adam L. Smith

ALS/sdh



## CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

DEPARTMENT OF INFORMATION TECHNOLOGY  
55 TRINITY AVENUE, S.W., SUITE G-300  
ATLANTA, GEORGIA 30303  
TEL (404) 330-6633  
FAX (404) 658-6688

ABE A. KANI  
CHIEF INFORMATION OFFICER

### MEMORANDUM

TO: Adam Smith, Chief Procurement Officer  
Department of Procurement

FROM: FC "Chick" Vossen, ACRS Project Manager  
DIT

DATE: December 9, 2004

RE: Sole Source Designation for Motorola, Inc.

The department of Information Technology is requesting that Motorola Inc., be designated the sole source provider for the Atlanta Citywide Radio System (ACRS) microwave radio upgrade.

The Atlanta Citywide Radio System, (ACRS) was competitively bid in 1994 and TRW Systems, now Northrop Grumman was selected as the ACRS contractor and system integrator with Motorola, Inc., as a sub contractor to design, engineer and install the radio system. Motorola, Inc., has had a contract with the City to maintain the radio portion of ACRS since 1995.

The Atlanta Citywide Radio System was engineered with six (6) transmit and receive radio tower sites. The six (6) radio tower sites along with the City Hall East 911 Dispatch Center and the Atlanta Airport dispatch center are connected and linked together via the 6 GHz microwave network. The existing ACRS communications system was designed for 99.999 percent reliability. However, due to the current service issues with the limited spare parts availability, and the limited technical support, we feel that it is questionable if the system is meeting this important reliability design criteria. Motorola therefore recommends that the 1994 microwave radio equipment be upgraded and replaced as soon as possible.

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In 1993 the technology required utilizing 6 GHz digital microwave radios and Siemens channel banks. This design was installed and worked well for many years. The Siemens channel banks provide the critical interface and connectivity between the 800 MHz trunked simulcast radio system and the 6GHz digital microwave radio system. These Siemens channel banks become technically obsolete and were replaced in 2003.

The remaining microwave system components have now become obsolete, especially the microwave radios, and it is recommended that they be upgraded as soon as possible. With the exception of the microwave channel banks, all of the microwave components are now ten (10) years old. However, the biggest challenge is locating replacement parts and getting technical support for the microwave radios themselves. The 6 GHz microwave radios were manufactured in 1994 by a company called California Microwave, which has now gone out of business and was acquired by another company called Tadiran Microwave. The Tadiran Microwave Company has also gone out of business and has been acquired by Microwave Networks. These original microwave radios were last manufactured in 1999 and replacement parts and technical support are getting very difficult to come by. This specialized microwave equipment is usually repaired by the manufacturer and recent repairs have taken about six months and then are not always fully repaired when returned by the Microwave Networks. If the existing microwave systems experiences a failure, the 800 MHz radio systems will not work and the City of Atlanta's critical Public Safety communications may go off the air. It is imperative that these microwave radios be replaced as soon as possible to avoid this scenario.

It is for the above reasons that the Department of Information Technology requests a sole source designation for Motorola, Inc. for the ACRS microwave upgrade. I have also enclosed the last sole source designation for Motorola, Inc.

/FCV

## Communications System Agreement

**MOTOROLA, Inc.**, a Delaware corporation ("Motorola"), by and through the Americas Group of its Commercial, Government, and Industrial Solutions Sector ("CGISS"), and **CITY OF ATLANTA, GEORGIA** ("Customer") enter into this Agreement, effective as of the last date signed below (the "Effective Date"), pursuant to which Customer will lease purchase and Motorola will provide Customer with equipment and services as described in Exhibit B. This project is solely governed by the terms and conditions stated in this document and in the referenced exhibits.

### Section 1 EXHIBITS

The Exhibits below are hereby incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below.

Exhibit A Motorola Equipment Lease Purchase Agreement No. \_\_\_\_\_

Exhibit B Motorola proposal dated January xxx, 2005 with a system description ("System Description"), acceptance test plan ("Acceptance Test Plan" or "ATP"), equipment list ("Equipment List"), and statement of work ("Statement of Work").

Exhibit C Insurance Requirements

Deleted: \_\_\_\_\_

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined within the Agreement have the following meanings:

"Communications System" or "System" is the communications system described in Exhibit B, including the Equipment and Software described in the System Description, Statement of Work, Acceptance Test Plan and Equipment List.

"Equipment" is the equipment specified in the Equipment List included in Exhibit B.

"Motorola Software" is software whose copyright is owned by Motorola.

"Non-Motorola Software" is software whose copyright is owned by a party other than Motorola.

"Software" includes Motorola and any Non-Motorola Software that may be furnished with the Communications System.

### Section 3 SCOPE OF AGREEMENT

- A. **SCOPE OF WORK.** Motorola will assemble and integrate the Equipment and Software, if any, and deliver, install and test the Communications System at designated sites, as specified in Exhibit B and in accordance with this Agreement. Customer will perform its responsibilities as specified in Exhibit B and in accordance with this Agreement.
- B. **CHANGE ORDERS.** Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost of or time required for the performance of this Agreement, Motorola and Customer will agree to an equitable adjustment in the Agreement price or performance schedule, or both. Motorola is not obligated to comply with requested changes unless and until both parties execute a written change order.

- C. MAINTENANCE SERVICE. During the first year after System Acceptance, maintenance services are provided pursuant to the warranty terms of this Agreement. Such services are included in the Lease Purchase Price. After the first year following System Acceptance, Customer may purchase maintenance services for the Communications System pursuant to a separately executed Service Agreement.
- D. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software, in which case the Motorola Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.
- E. TERM. The term of this Agreement shall be as defined in Section 1 of the Lease-Purchase Agreement attached hereto as Exhibit A.

#### Section 4 PERFORMANCE SCHEDULE

- A. Motorola and Customer agree to perform their responsibilities in accordance with the performance schedule included in the proposal dated October 27, 2004.
- B. By executing this Agreement, Customer authorizes Motorola to proceed with the manufacture, assembly, integration, delivery, installation, and testing of the Communications System. No further notice to proceed, purchase order, authorization, resolution, or any other action will be required.

Deleted: \_\_\_\_\_

#### Section 5 PAYMENT SCHEDULE

The total lease purchase price is [REDACTED] All payments shall be made in accordance with the terms and conditions of Exhibit A, the Equipment Lease Purchase Agreement.

#### Section 6 INSTALLATION AND SITE CONDITIONS

- A. In addition to its responsibilities described in the Statement of Work, Customer agrees to provide a designated project director, procure any necessary zoning variances and the like, provide access to the sites identified in the Exhibits as requested by Motorola, and have such sites available for installation of the Equipment by Motorola in accordance with the performance schedule and Statement of Work.
- B. If either Motorola or Customer determines during the course of performance of this Agreement that the sites identified in the Exhibits are no longer available or desired, or, if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated on the specifications in the Exhibits, Motorola and Customer will promptly investigate the conditions and jointly select replacement sites or adjust the installation plans and specifications as necessary.
- C. If Customer and Motorola determine that any change in sites, site availability, installation plans, or specifications will require an adjustment in the contract price or in the time required for the performance of this Agreement, the parties will agree to an equitable adjustment in the price, performance schedule, or both; and this Agreement will be modified in accordance with Section 3.B of this Agreement.
- D. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date of this Agreement.

## **Section 7      SYSTEM ACCEPTANCE**

- A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Minor omissions or variances in performance that do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Customer and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

Motorola shall deliver and install the Communications System, including but not limited to the Equipment and Software, at the sites or locations specified by the Customer. When the System has been delivered and installed, the Customer shall have the right to reject any aspect or item of the System that does not conform to the Customer's specification and requirements for the Agreement. No aspect or item of the System shall be deemed accepted by the customer under any circumstances unless and until the customer first confirms its acceptance in writing. The Customer shall have the right to reasonably inspect and test the System and to determine whether the system is in good repair, condition and working order prior to acceptance by the Customer. The Customer may require Motorola to repair or replace any nonconforming or defective aspect or item of the System and Motorola shall pay all freight and transportation or other costs, if any, incurred in connection with the return of any item or aspect of the System. The Customer shall accept or reject the System within 30 days after each aspect or item of the System has been tested and inspected by the Customer. The Customer shall evidence its rejection of the System, if any, by written notice of such rejection. The Customer shall evidence its acceptance of the Equipment by executing and delivering to Motorola an acceptance certificate. The customer does not assume, and shall not bear the risk of loss, theft, damage to, or destruction of any item or aspect of the System from or due to any cause whatsoever prior to the delivery, installation and the Customer's acceptance of the Equipment as provided in this Section. The Customer expressly reserves, and does not in any way waive all rights and remedies reserved to it under law.

Motorola is not responsible for damage to existing Customer equipment unless such equipment is damaged by Motorola or its subcontractors.

- B. Motorola agrees to notify Customer when the Communications System is ready for acceptance testing. Motorola and Customer agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Customer or its contractors, agents and consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

## **Section 8      WARRANTY**

- A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment



and Software is shipped from Motorola. Customer must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

- B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in (proposal dated December 16, 2002, Exhibit B. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below, will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance where the functionality is reduced for reasons beyond Motorola's control including but not limited to: (i) an earthquake, adverse atmospheric conditions or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; (iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; (iv) Customer changes to load usage or configuration outside the parameters specified in Exhibit B; (v) any other act of parties who are beyond Motorola's control, including Customer or its employees, contractors, consultants or agents.

- C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section.

At no additional charge and at its option, Motorola will either: repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

**THIS WARRANTY DOES NOT APPLY TO**

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, water, or neglect.
- c) Defects or damage occurring from testing, operation, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this Communications System Agreement.
- d) Breakage or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized Equipment modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment which has had the serial number removed or made illegible.

- g) Batteries (because they carry their own separate limited warranty).
  - h) Freight costs to the repair depot.
  - i) Equipment which, due to illegal or unauthorized alteration of the software/firmware in the Equipment, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Equipment at the time the Equipment was initially distributed from Motorola.
  - j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
  - k) Software.
  - l) Normal and customary wear and tear.
- D. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and is not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.
- E. Motorola warrants and represents that the System shall be free of any defects if used under normal operating conditions. Should any parts or workmanship prove defective, Motorola will repair or replace the part or parts at no cost to the Customer. Motorola warrants and represents that the System being purchased under this contract will perform and is fit for the particular purposes defined in Exhibit B (Motorola's proposal dated October 27, 2004 and conforms to the promises and affirmation of fact made in Motorola's descriptive literature.

THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW, IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY OF THE FOLLOWING DAMAGES: LOSS OF USE; LOSS OF TIME; INCONVENIENCE; COMMERCIAL LOSS; LOST PROFITS OR SAVINGS; OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT.

## **Section 9      FCC LICENSES AND AUTHORIZATIONS**

Customer agrees to obtain all Federal Communications Commission ("FCC") licenses and authorizations required for installation and use of the Communications System prior to the scheduled installation of the Equipment. Although Motorola may assist in the preparation of license applications, in no event will Motorola or any of its employees serve as an agent or representative of Customer in FCC matters. Customer is solely responsible for obtaining all FCC licenses and for complying with FCC rules.

## **Section 10 DELAYS**

- A. Successful project implementation will require cooperation and fairness between the parties. Because it is impractical to provide for every contingency that may arise during the course of performance of this Agreement, the parties agree to promptly notify the other in writing if they become aware that any condition will significantly delay performance. The parties will agree to reasonable extensions of the project schedule by executing a written change order.
- B. Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("Excusable Delays"). Excusable Delays include, but are not limited to: acts of God, weather conditions, compliance with laws and regulations (excluding Customer's failure to properly and timely apply for all required FCC licenses), governmental action, bid protests, fire, strikes, lock-outs, and other labor disruptions, material shortages, riots, acts of war, and an Excusable Delay of a Motorola subcontractor.
- C. Customer will make available to Motorola the sites when scheduled and Customer will not otherwise unreasonably delay or prevent Motorola's performance of its responsibilities. In the event of a Customer delay during the time of shipment, Motorola may ship the equipment as scheduled to a location as designated by the Customer or if no such location is designated, a Motorola designated storage facility for which Customer agrees to pay all fees. If Customer delays Motorola's performance, the performance schedule will be extended, the Customer will make the milestone payments as if no delay occurred, and the parties will execute a Change Order to compensate Motorola for reasonable charges incurred because of such delays. Such charges include, but are not limited to, costs incurred by Motorola and/or its subcontractors for additional freight, warehousing and handling; suspending and re-mobilizing the work; additional engineering and standby time calculated at then current man-day rates; and preparing and implementing a "work around" plan.

## **Section 11 DEFAULT**

- A. If Motorola fails to complete delivery, installation or acceptance testing in accordance with this Agreement, Customer may consider Motorola to be in default, unless such failure has been caused by an Excusable Delay. Customer agrees to give Motorola written notice of such default. Motorola will have thirty (30) days from the receipt of such notice to provide a plan of action that is acceptable to Customer to cure the default.
- B. If Motorola fails to cure the default, Customer may terminate any unfulfilled portion of this Agreement. If Customer completes the Communications System through a third party, Customer may recover the reasonable costs of completing the Communications System, or a portion thereof, to a capability not exceeding that specified in the Agreement. Customer agrees to use its best efforts to mitigate such costs. Motorola's liability under this Section is subject to the limitations of the Section entitled Limitation of Liability of this Agreement.
- C. THE REMEDIES PROVIDED IN THIS SECTION OF THE AGREEMENT WILL BE THE FULL EXTENT OF MOTOROLA'S LIABILITY IN THE EVENT OF DEFAULT.

## **Section 12 INDEMNIFICATION**

- A. GENERAL INDEMNITY. Motorola agrees to and hereby indemnifies and saves Customer harmless

from all liabilities which may accrue against Customer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by Motorola's negligence or recklessness, or that of its employees, subcontractors, or agents while on the Customer's premises during the delivery, installation, or testing of the Communications System pursuant to this Agreement

- B. **PATENT AND COPYRIGHT INFRINGEMENT.** Motorola will defend, at its own expense, any suit brought against the Customer to the extent that it is based on a claim that the Equipment or Motorola Software infringe a United States patent or copyright, and Motorola will pay those costs and damages finally awarded against the Customer in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: i) Motorola must be notified promptly in writing by Customer of any notice of such claim; ii) Motorola will have control of the defense of such suit and all negotiations for its settlement or compromise; and iii) should the Equipment or Motorola Software become, or in Motorola's opinion be likely to become, the subject of a claim of infringement of a United States patent or copyright, Customer will permit Motorola, at its option and expense, either to procure for Customer the right to continue using the Equipment or Motorola Software or to replace or modify the same so that it becomes non-infringing or to grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be based upon generally accepted accounting standards for such Equipment and Software. Motorola will have no liability with respect to any claim of patent or copyright infringement which is based upon the combination of the Equipment or Motorola Software furnished hereunder with software, apparatus or devices not furnished by Motorola, nor will Motorola have any liability for the use of ancillary equipment or software not furnished by Motorola which is attached to or used in connection with the Equipment. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.
- C. Motorola's indemnification of Customer under this Section will be the full extent of Motorola's indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

### **Section 13     DISPUTES**

- A. Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and Motorola and Customer will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure.
- B. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted by either party to a court of competent jurisdiction in the State in which the Communications System is installed. Each party consents to jurisdiction over it by such a court. The use of any ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this paragraph prior to the expiration of the two-month ADR period if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees,

customers, suppliers, or subcontractors.

#### **Section 14      LIMITATION OF LIABILITY**

Notwithstanding any other provision to this Agreement, except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed contract value. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT. This Limitation of Liability will survive the expiration or termination of this Agreement. No action for a breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than two years after the accrual of such cause of action except for money due upon an open account.

#### **Section 15      GENERAL**

- A. **RISK OF LOSS.** Risk of loss will pass to Customer upon final acceptance.
- B. **TAXES.** The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, all of which (other than federal, state, and local taxes based on Motorola's income or net worth) will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any interest and penalties) within thirty days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.
- C. Motorola agrees to obtain and maintain during the entire term of this Agreement all of the insurance called for in Exhibit C with the City as an additional insured in each policy of public liability and property damage insurance, and shall furnish the City a Certificate of Insurance showing required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.
- D. **CONFIDENTIAL INFORMATION.** Customer will not disclose any material or information identified as Motorola proprietary and confidential to third parties without Motorola's prior written permission, unless Motorola makes such material or information public or disclosure is required by law. If Customer is required by law to disclose such material or information, Customer will notify Motorola prior to such disclosure.
- E. **DISCLAIMER OF LICENSE.** Except as explicitly provided in the Motorola Software License Agreement included in Exhibit B, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any license or right under any patents, patent applications, copyrights, trade marks, trade secrets or other intellectual property of Motorola.
- F. **ASSIGNABILITY.** Neither party may assign this Agreement without the other party's prior written consent. Motorola may assign its right to receive payment upon prior written notice to Customer.
- G. **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power.
- H. **SEVERABILITY.** If any portion of this Agreement is held to be invalid or unenforceable, that provision will be considered severable and the remainder of this Agreement will remain in full force and effect as if the invalid provision were not part of this Agreement.

- I. HEADINGS AND SECTION REFERENCES. The headings given to the sections of this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular Section to which the heading refers.
- J. ENTIRE AGREEMENT. This Agreement (including the Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.
- K. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State to which the Equipment is shipped.
- L. NOTICES. Notices authorized or required under this Agreement must be in writing and sent to the below addresses:

**CUSTOMER**

Chief Procurement Officer, Department of Purchasing and Real Estate

City of Atlanta  
55 Trinity Avenue, S. W.  
Suite 1790  
Atlanta, Georgia 30335

**With concurrent copies to:**

Chief Information Officer, Department of Information Technology  
55 Trinity Avenue, S. W.  
Suite G 300  
Atlanta, Georgia 30335

**MOTOROLA**

Motorola, Inc., Southern Division  
Attn: Contract and Compliance Dept.  
8000 West Sunrise Boulevard, Room 1189  
Plantation, FL 33322

- M. Equal Employment Opportunity. During the entire term of this Agreement, Motorola shall adhere to the provision of the Customer's Equal Employment Opportunity Ordinance, Atlanta Code of Ordinance Section 2-1200 and 2-1414.
- N. Rights and Remedies Not Exclusive. No rights or remedies herein conferred upon or reserved to Customer or Motorola are intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity.

- O. Customer's Rights, Privileges and Immunities. Nothing contained in this contract shall be construed to nor shall operate in any way to abrogate, diminish, bar or otherwise waive Customer's right or entitlement to governmental immunity, sovereign immunity or any other privileges, immunities and defenses available to Customer at law and in equity. Customer expressly reserves, and does not waive all rights, defenses, privileges and immunities conferred upon Customer or available to Customer at law or in equity, including without limitation any remedies and defenses available to Customer under the Uniform Commercial Code.

(Signatures on following page)

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

**ATTEST:**

\_\_\_\_\_

Corporate Secretary

**CONTRACTOR (Motorola, Inc.)**

\_\_\_\_\_

President/Vice President (Seal)

**ATTEST:**

\_\_\_\_\_

Municipal Clerk

**CITY OF ATLANTA (Customer)**

\_\_\_\_\_

Mayor (Seal)

**RECOMMENDED:**

\_\_\_\_\_

Atlanta Police Department:

**RECOMMENDED:**

\_\_\_\_\_

Chief Operating Officer

**RECOMMENDED:**

\_\_\_\_\_

Chief Procurement Officer

**RECOMMENDED:**

\_\_\_\_\_

Director of Information Technology

**APPROVED AS TO FORM:**

\_\_\_\_\_

Senior Assistant City Attorney

**APPROVED:**

\_\_\_\_\_

Chief Financial Officer



**EXHIBIT A**

**Motorola Equipment Lease Purchase Agreement**

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A                      12345  
Lease Number:

This Equipment Schedule dated as of \_\_\_\_\_ is being executed by MOTOROLA, INC. ("Lessor") and **CITY OF ATLANTA** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **22410** dated as of March 28, 2003("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

**Initial Term: 40 Months**

**Commencement Date: 3/1/2004**

**First Payment Due Date: 7/1/2005**

**3 Annual Payments of \$718,102.00 followed by 1 final Annual Payment of \$751,724** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

LESSOR:

**City of Atlanta**

**Motorola, Inc.**

By: \_\_\_\_\_

By:\_\_\_\_\_

Title: \_\_\_\_\_

Title:\_\_\_\_\_

## OPINION OF COUNSEL

With respect to that certain Schedule A Equipment Lease-Purchase Agreement #12345 dated \_\_\_\_\_ which is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **22410** dated as of March 28, 2003 by and between Motorola, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

---

Attorney for **CITY OF ATLANTA**


## Option #1 (revised 11/16/04)

		Existing lease pmt
Payoff lease #1 effective 2/28/05	\$198,258	<b>\$200,777</b>
Payoff lease #2 effective 2/28/05	\$1,485,296	<b>\$517,325</b>
New Deal	\$953,179	<b><u>\$718,102</u></b>
Site lens	\$110,609	
<b>Total restructured deal</b>	<b>\$2,747,342</b>	

**Rate 5.24% (budgetary)**

### **Payments**

7/1/2005	<b>\$747,361</b>
7/1/2006	<b>\$747,361</b>
7/1/2007	<b>\$747,361</b>
7/1/2008	<b>\$772,967</b>

 For illustration purposed only-

Actual interest rates and payment streams will be reset on 1/12/05  
based on current market conditions

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ (Signature of Secretary/Clerk) do hereby certify that I am the duly elected or appointed and acting Secretary or Clerk of CITY OF ATLANTA, an entity duly organized and existing under the laws of the State of \_\_\_\_\_ that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Schedule A Equipment Lease Purchase Agreement number **12345** dated \_\_\_\_\_, 2002 between **CITY OF ATLANTA** and Motorola, Inc.

Name	Title	Signature
_____	_____	_____

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of \_\_\_\_\_, hereto this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

**SEAL**

**LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on \_\_\_\_\_, 2004 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of \_\_\_\_\_, 2002, between **CITY OF ATLANTA** (Lessee) and Motorola, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf sith such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized  
Individual(s): \_\_\_\_\_  
Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: _____	Attested By: _____
Name and Title : _____	Name and Title: _____

## **EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **12345** dated \_\_\_\_\_ to that certain Equipment Lease Purchase Agreement number **22410** dated March 28, 2003 will be maintained by the **CITY OF ATLANTA** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number **12345** dated \_\_\_\_\_.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number **22410** , **CITY OF ATLANTA** , hereby certifies that following coverage are or will be in full force and effect:

<b>Type</b>	<b>Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Policy Number</b>
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Lessee:**

**CITY OF ATLANTA**

**Insurance Provider**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **CITY OF ATLANTA**?
3. Does the equipment replace existing equipment?  
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?  
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: **CITY OF ATLANTA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

# EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: March 28, 2003

Lease Schedule A Date: \_\_\_\_\_

Equipment Lease Purchase Agreement No.: 22410

Lease Schedule A No. : 12345

## EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 12345 dated _____. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF ATLANTA

Date Accepted: \_\_\_\_\_

By: \_\_\_\_\_



**CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW**

Equipment Lease/Purchase Agreement dated \_\_\_\_\_ ("Agreement")  
by and between  
**Motorola, Inc.** ("Lessor") and **CITY OF ATLANTA** ("Lessee")

THE UNDERSIGNED HEREBY CERTIFIES AND REPRESENTS FOR AND ON BEHALF OF LESSEE (please check the appropriate box) THAT:

☐ if Lessee is a county or municipality under the laws of the State of Georgia, (a) the sum of (i) the aggregate principal component of Rental Payments under the Lease plus (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia (which was outstanding in the aggregate principal amount of \$\_\_\_\_\_ on \_\_\_\_\_) does not exceed 10% of the assessed value of all taxable property within Lessee; and (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of the Lessee's voters within the four calendar years immediately preceding the date of execution of the Certificate of Acceptance to which this Certificate is attached; or

☐ if Lessee is a county, independent or area school system under the laws of the State of Georgia, (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; and (b) the Lease to which this Certificate relates is not being entered into within four calendar years after an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by the Lessee's electors.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## Part I Reporting Authority

**If Amended Return, Check here** 

## 2 Issuer's employer Identification

CITY OF ATLANTA

1. Attach and submit to the following: Journal of the American Bar Association

**McGraw-Hill**

4 Report number	3 -
-----------------	-----

Copyright © 2004, John Wiley & Sons, Inc.

6 3/1/2005

Equipment Lease-Purchase Agreement #12345

8 CUSIP number	N/A
----------------	-----

9 Name and title of officer or legal representative whom the IRS may call for more information

10 Telephone number of officer or legal representative

Mr. John Pignataro

## Part II

See Instructions and attach schedule

11	<input type="checkbox"/>	Education	11	
12	<input type="checkbox"/>	Health and hospital	12	
13	<input type="checkbox"/>	Transportation	13	
14	<input checked="" type="checkbox"/>	Public safety	14	2,683,554.00
15	<input type="checkbox"/>	Environment (including sewage bonds)	15	
16	<input type="checkbox"/>	Housing	16	
17	<input type="checkbox"/>	Utilities	17	
18	<input type="checkbox"/>	Other. Describe (see instructions)	18	
19	If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input checked="" type="checkbox"/>			

<b>Part III</b>	<b>Description of Obligations</b> (Complete for the entire issue for which this form is being filed)
-----------------	--

	Interest rate	Face value	(c) Stated redemption price at maturity	Term	Yield rate
21	7/1/2008	2,683,554	N/A	40 months	4.451%

#### Part IV Uses of Proceeds of Bonds Issue (including underwriters' discount)

N/A

22	Proceeds used for accrued interest	22	0.00
23	Issue Price of entire issue (Enter amount from line 21, column (b))	23	2,683,554
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0.00
25	Proceeds used for credit enhancement	25	0.00
26	Proceeds allocated to reasonably require reserve or replacement fund	26	0.00
27	Proceeds used to currently refund prior issues	27	0.00
28	Proceeds used to advance refund prior issues	28	0.00
29	Total (add lines 24 through 28)	29	0.00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

N/A

31	Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	▶	_____	years
32	Enter the remaining weighted average maturity of the bonds to be advanced refunded . . . . .	▶	_____	
33	Enter the last date on which the refunded bonds will be called . . . . .	▶	_____	
34	Enter the date(s) the refunded bonds were issued . . . . .	▶	_____	

## Part VI Miscellaneous

N/A

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141 (b)(5)	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the guaranteed investment contract		
<b>37</b>	Pooled financings: <b>a</b> Proceeds of this issue that are to be used to make loans to other governmental units	<b>37a</b>	
<b>b</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue		

**39** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box

**40** If the issuer has identified a hedge, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete.

**Please  
Sign  
Here**

**EXHIBIT B**

**Motorola Proposal dated**

**October 27, 2004**

**Deleted:**

**EXHIBIT C**

**Insurance Requirements**

**INSURANCE CERTIFICATES TO BE SUPPLIED AFTER CONTRACT**

RCS# 6440  
2/07/05  
2:34 PM

Atlanta City Council

## Regular Session

CONSENT I                CONSENT I PG(S) 3-16 EXCEPT 05-R-0109  
  05-R-0126  
  ADOPT

YEAS:	12
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	4
EXCUSED:	0
ABSENT	0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	NV Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	NV Sheperd	NV Borders

CONSENT I

05-0207  
(Do Not Write Above This Line)

A RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT WITH MOTOROLA, INC. FOR THE CITY OF ATLANTA TO REFINANCE THE CITYWIDE RADIO SYSTEM CHANNEL BANK UPGRADE, TO REPLACE THE MICROWAVE RADIO SYSTEM AND TO INSTALL A NEW SYSTEM MANAGEMENT TERMINAL PURSUANT TO CITY CODE SECTION 2-1191; TO AUTHORIZE A MULTI-YEAR LEASE, PURCHASE AGREEMENT FOR A TERM OF FOUR (4) YEARS IN AN AMOUNT NOT TO EXCEED THE SUM OF \$747,361 FOR THREE YEARS (3) AND IN AN AMOUNT NOT TO EXCEED THE SUM OF \$772,967 FOR THE FOURTH YEAR; TO REPLACE THE EXISTING MICROWAVE RADIOS AND SYSTEM MANAGEMENT TERMINAL WITH A TOTAL COST OVER FOUR (4) YEARS NOT TO EXCEED \$3,015,050; ALL COSTS TO BE PAID FROM THE FOLLOWING FUND ACCOUNT AND CENTER NUMBERS: GENERAL FUND 1A01-523001-151013 (SERVICE REPAIR MAINTENANCE NON-DEPARTMENTAL) IN AN AMOUNT NOT TO EXCEED \$437,065; AND THE FOLLOWING ENTERPRISE FUNDS FUND ACCOUNT CENTER NUMBERS 2H21-523001-R21E1219999; (AVIATION, SERVICE REPAIR MAINTENANCE, MIS) IN AN AMOUNT NOT TO EXCEED \$123,001; 2J01-523001-064001 (WATERSHED SERVICE REPAIR MAINTENANCE, PLANT MAINTENANCE) IN AN AMOUNT NOT TO EXCEED \$62,393; 2J01-523001-020001 (WATERSHED SERVICE REPAIR MAINTENANCE TREATMENT COLLECTION) IN AN AMOUNT NOT TO EXCEED \$63,036; 2P01-523001-171001 (SOLID WASTE, SERVICE REPAIR MAINTENANCE, UNALLOCATED) IN AN AMOUNT NOT TO EXCEED \$61,866.00; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred **ADOPTED BY**

Referred To: **FEB 07 2005**

Date Referred **COUNCIL**

Referred To: **COUNCIL**

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

**FIN** Committee **Referred**  
Date **2-2-05**

Chair **W. H. Hines**

Action **Fav, Adv, Hold (see rev. side)**  
Other

Members

**Hand Shook**  
**Deloris L. Hines**  
**Olivia Orubier**

Refer To

Committee

Date

Chair

Action  
Fav, Adv, Hold (see rev. side)  
Other

Members

Committee

Date

Chair

Action  
Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To

Committee

Date

Chair

Action  
Fav, Adv, Hold (see rev. side)  
Other

Members

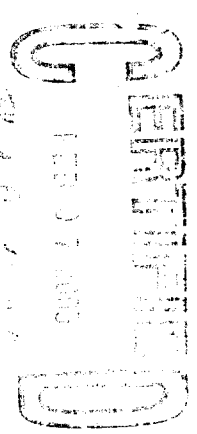
Refer To

Refer To

- FINAL COUNCIL ACTION
- ☐ 2nd
  - ☐ 1st & 2nd
  - ☐ 3rd
  - ☒ Consent
  - ☐ V Vote
  - ☒ RC Vote

CERTIFIED

FEB 07 2005



MAYOR'S ACTION

**Mayor's Action**